Watkins, 3 Pet. (U. S.) 43. The language of the courts is broad enough to cover the case of a tenant in for a definite term, and the same is true of a leading English case. *Hovenden* v. *Lord Annersley*, 2 Sch. & Lef. 607. But in England it was later held that the rule does not apply to a tenant for a term. *Doe d. Graves* v. *Wells*, 10 A. & E. 427. Even in this country the early dicta have lost force in some states. *Whiting* v. *Edmunds*, 94 N. Y. 309. The Indian rule is that the tenancy becomes forfeited only if the landlord elects to treat it so. See *Ittappan* v. *Manavikrama*, I. L. R. 21 Madras 153. A peculiar feature of the principal case is that, granted there is a forfeiture, the landlord, having directed the very acts which worked the forfeiture, would probably be estopped to assert his right of entry.

BANKRUPTCY — PREFERENCE — UNRECORDED TRANSFER OF SECURITY FOR PRESENT ADVANCES. — More than four months before the bankruptcy of X, A advanced money to X, taking a mortgage on realty which was not recorded until within four months of the bankruptcy. *Held*, that the mortgage is not a preference and hence the delay in recording is immaterial. *Claridge* v. *Evans*, 118 N. W. 198 (Wis.).

Section 60 *a* of the Bankruptcy Act of 1898 as amended in 1903 provides that "When the preference consists of a transfer, the period of four months shall not expire until four months after recording." Before this amendment, in determining whether transfers for antecedent debts were made within four months of the bankruptcy, the courts looked only at the date of making, not of recording. *In re Wright*, 96 Fed. 187. The amendment was passed to correct this situation. See *English* v. *Ross*, 140 Fed. 630, 635. But the requirement of recording does not make the mortgage in the present case a transfer for an antecedent debt; for it is a valid transfer between the parties without recording. *Mathwig* v. *Mann*, 96 Wis. 213. It was, then, a transfer for a present advance, and such a transfer, no matter when made, creates no preference as defined by the statute. *In re Noel*, 137 Fed. 694. Hence the four-months rule has no bearing on the case. Therefore the amendment, which regulated only the mode of determining the four-months period, does not apply, and the decision seems clearly right.

BANKRUPTCY — PROPERTY PASSING TO TRUSTEE — RIGHT OF ACTION FOR MALICIOUS ATTACHMENT. — A bankrupt corporation brought an action for malicious attachment of property. The defendant asked for a judgment on the pleadings on the ground that whatever right of action the plaintiff might have had was vested in its trustee in bankruptcy. *Held*, that the plaintiff cannot maintain the action. *Hansen Mercantile Co.* v. *Wyman, Partridge & Co. et al.*, 41 Chic. L. N. 120 (Minn., Sup Ct., Oct. 2, 1908).

Under § 70 *a* of the Bankruptcy Act of 1898 the trustee in bankruptcy is vested with all rights of action arising from injury to the property of the bankrupt. An action for malicious prosecution and arrest is a personal action and does not pass to the trustee. *In re Haensell*, 91 Fed. 355. And an action for malicious abuse of an attachment process is held to be an action for a personal tort, although there is an injury resulting to the bankrupt's business. *Noonan* v. *Orton*, 34 Wis. 259. But the principal case is distinguishable in that the plaintiff is a corporation and as such, of course, cannot sue for a purely personal tort. The tort of malicious attachment has two elements. It is not only a personal injury, but also an injury to property in that it hurts the defendant's business and credit. *Lawrence* v. *Hagerman*, 56 Ill. 68. It is submitted that when the plaintiff in such a suit is a corporation, the gist of the action is the injury to its property. *Cf. Trenton Ins. Co.* v. *Perrine*, 23 N. J. L. 402. It follows that its right of action vests in the trustee.

BILLS AND NOTES — ANOMALOUS INDORSER — PAROL EVIDENCE TO SHOW INTENT OF PARTIES. — §§ 113 and 114 of the Negotiable Instruments Law provide that "Where a person not otherwise a party to an instrument